



DS 87-01

PATENT
Customer No. 22,852
Attorney Docket No. 03495-0190-00000

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:)
)
Sanchis et al.) Group Art Unit: 3751
)
Serial No.: 09/918,485) Examiner: Carlson, K.C.
)
Filed: August 1, 2001)
)
For: NUCLEOTIDE SEQUENCES)
CODING FOR POLYPEPTIDES)
ENDOWED WITH A LARVICIDAL)
ACTIVITY TOWARD LEPIDOPTERA)

Commissioner for Patents
P.O. Box 1450
Washington, DC 20231

AUG 25 2004

TECH CENTER 1600/2900

Sir:

TERMINAL DISCLAIMER

Assignees, Institut Pasteur, duly organized under the laws of France and having its principal place of business at 28, rue du Docteur Roux, 75724 Paris, CEDEX 15, France, and Institute Nationale de la Recherche Agronomic, duly organized under the laws of France and having its principal place of business at 147, rue de l'Universite, 75341 Paris Cedex 07 France, France, represent that they are the assignees of the entire right, title and interest in and to the above-identified application, Application No. 09/918,485, filed August 1, 2001, for Nucleotide Sequences Coding for Polypeptides Endowed with a Larvicial Activity Toward Lepidoptera in the names of Sanchis et al., as indicated by assignments duly recorded in the United States Patent and Trademark Office at Reel 5338, Frames 624, 626, and 628 on July 31, 1990, copies of which are

attached. Assignees, Institut Pasteur and Institut National de la Recherche Agronomique, further represent that they are the assignees of the entire right, title, and interest in and to U.S. Patent No. 6,110,734, as indicated by the same assignments duly recorded in the United States Patent and Trademark Office at Reel 5338, Frames 624, 626, and 628 on July 31, 1990.

To obviate a double patenting rejection, Assignees hereby disclaim, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. §§ 154 to 156 and 173, as presently shortened by any terminal disclaimer, of prior U.S. Patent No. 6,110,734, Assignees hereby agree that any patent so granted on the instant application shall be enforceable only for and during such period that it and the prior patent are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantees, their successors or assigns.

In making the above disclaimer, Assignees do not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §§ 154 to 156 and 173 of the prior patent, as presently shortened by any terminal disclaimer, in the event that the prior patent later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or in part, is terminally disclaimed under 37 C.F.R. § 1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

The undersigned are authorized to act on behalf of assignee Institut Pasteur and
Institute Nationale de la Recherche Agronomic.

We hereby declare that all statements made of our own knowledge and belief are
true and that all statements made on information and belief are believed to be true and
further that these statements were made with the knowledge that willful false statements
and the like so made are punishable by fine or imprisonment, or both, under Section
1001 of Title 18 of the United States Code and that such willful false statements may
jeopardize the validity of the application or any patent issuing thereon.

Respectfully submitted,


INSTITUT PASTEUR

25-28, rue du Docteur Roux
75724 Paris Cedex 15

Dated: July 30th 2004

By: 

Signature

Name: Danielle Berneman

Title: Director of Patents and
Inventions Office

Assignee: Institut Pasteur

Danielle BERNEMAN
Chef du Service des Brevets
& Inventions



Dated: August 3rd 2004

By: 

Signature

Gilles BARITEAU

Name: Directeur de l'Unité Contrats
Title: et Propriété Intellectuelle

Assignee: Institute Nationale de la
Recherche Agronomic



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office

ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

TO: BURNS, DOANE, SWECKER & MATHIS
GEORGE MASON BLDG.
WASHINGTON & PRINCE STS.
P. O. BOX 1404
ALEXANDRIA, VA 22313-1404

CORRECT
NOTICE

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF
- THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS -
AVAILABLE AT THE U.S. PATENT AND TRADEMARK OFFICE ON THE REEL AND FRAME
NUMBER REFERENCED BELOW. A DIGEST OF THE DOCUMENT HAS ALSO BEEN MADE
AND APPEARS IN THE OFFICE'S RECORDS AS SHOWN:

ASSIGNOR: 001 LERECLUS, DIDIER
ASSIGNOR: 002 LECADET, MARGUERITE-MARIE
ASSIGNOR: 003 MARTOURET, DANIEL
ASSIGNOR: 004 DEDONDER, RAYMOND

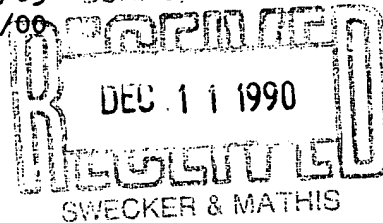
DOC DATE: 02/04/90
DOC DATE: 02/04/90
DOC DATE: 02/04/90
DOC DATE: 02/04/90

RECORDATION DATE: 07/31/90 NUMBER OF PAGES 002 REEL/FRAME 5388/0626

DIGEST: ASSIGNMENT OF ASSIGNORS INTEREST

ASSIGNEE: 501 INSTITUT PASTEUR, 25-28, RUE DU DR. ROUX - 75724 PARIS CE
DEX 15 FRANCE, A CORP. OF FRANCE
ASSIGNEE: 502 INSTITUT NATIONAL DE LA RECHERCHE AGRONOMIQUE, 147, RUE D
E L'UNIVERSITE, 75341 PARIS CEDEX 07 FRANCE, A CORP. OF F
RANCE

- SERIAL NUMBER 7-458754 FILING DATE 12/11/89 BURNS, DOANE,
PATENT NUMBER ISSUE DATE 00/00/00



AUG 25 2004

TECH CENTER 1600/2900

DOCKETED

010830-029
Gutman
RDH



8,00518 *[Signature]*

Attorney's Docket No. PATENT 010830-024

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of)
Vincent SANCHIS et al)
Serial No.: 458,754) Group Art Unit:
Filed: December 11, 1989) Examiner:
For: NUCLEOTIDE SEQUENCES CODING FOR)
POLYPEPTIDES ENDOWED WITH A)
LARVICIDAL ACTIVITY TOWARDS)
LEPIDOPTERA)

RECEIVED
90 AUG 10 AM 9:29
ASSIGNMENT BRANCH

PATENT ASSIGNMENT
DOCUMENT TRANSMITTAL LETTER

Honorable Commissioner of Patents and Trademarks
Washington, D.C. 20231

AUG 25 2004

Sir:

TECH CENTER 1600/2900

Please record the accompanying patent assignment document in the United States Patent and Trademark Office.

The recording fee has been calculated as follows:

No. of Items Assigned 1 x \$8.00 = \$8.00

[X] A check in the amount of \$8.00 is attached.

[] Charge \$_____ to Deposit Account No. 02-4800.

The Commissioner is hereby authorized to charge any additional fees under 37 C.F.R. 1.21 which may be required by this paper, or to credit any overpayment, to Deposit Account No. 02-4800. A duplicate copy of this sheet is enclosed.

91519748

91519749

91519750

Respectfully submitted,

BURNS, DOANE, SWECKER & MATHIS

By Michael J. Hunt REG #33,089
for R. Danny Huntington
Registration No. 27,903

George Mason Building
Washington & Prince Streets
P.O. Box 1404
Alexandria, Virginia 22313-1404
Telephone: (703) 836-6620

Date: July 31, 1990

REF 5388 FRAME 26

0244800
5181600

ASSIGNMENT

JUL 31 1990

THIS ASSIGNMENT, by ¹⁾ANCHIS Vincent, ²⁾LERECLUS Didier, ³⁾MENOIL Ghislaine
⁴⁾LECADET Marguerite-Marie, ⁵⁾MARTOURET Daniel and ⁶⁾DEDONDER Raymond

(hereinafter referred to as the assignors), residing at _____

_____, respectively, witnesseth:

WHEREAS, the said assignors have invented certain new and useful improvements in NUCLEOTIDE SEQUENCES CODING FOR POLYPEPTIDES ENCODED WITH A LARVICIDAL ACTIVITY TOWARDS LEPIDOPTERA

set forth in an application for Letters Patent of the United States, ☒ having an oath or declaration executed on even date herewith; ☒ bearing Serial No. 458,754 and filed on Dec. 11, 1989; and

INSTITUT PASTEUR and INSTITUT
WHEREAS, NATIONAL DE LA RECHERCHE AGRONOMIQUE, a corporation duly organized under and pursuant to the laws of France, and having its principal place of business at
1) 25-28, rue du Dr. Roux - 75724 PARIS CEDEX 15 (France)
2) 147, rue de l'Université, 75341 PARIS CEDEX 07 (France)

(hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, in consideration of _____ Dollar (\$_____) and other good and sufficient considerations, the receipt of which is hereby acknowledged, the said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto the assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the abovementioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection Of Industrial Property, the same to be held and enjoyed by the said assignee, for its own use and behoof and the use and behoof of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, the said assignors hereby covenant and agree to and with the said assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, the said assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and the application for Letters Patent above mentioned, and that the same are unencumbered and that the said assignors have good and full right and lawful authority to sell and convey the same in the manner here in set forth.

AND for the same consideration, the said assignors hereby covenant and agree to and with the said assignee, its successors, legal representatives and assigns, that the said assignors will, whenever counsel of the said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to the said assignee, its successors, legal representatives and assigns, but at the cost and expense of the said assignee, its successors, legal representatives and assigns.

AND the said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to the said assignee, as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use and behoof of the said assignee, its successors, legal representatives and assigns.

Date _____	Name of inventor ¹⁾	
Date <u>4-2-90</u>	Name of inventor ²⁾	<u>D. Lereclus</u>
Date _____	Name of inventor ³⁾	
Date <u>4-2-90</u>	Name of inventor ⁴⁾	<u>M. Lecaet</u>
Date <u>4-2-90</u>	Name of inventor ⁵⁾	<u>D. Martouret</u>
Date <u>4-2-90</u>	Name of inventor ⁶⁾	<u>R. Dedonder</u>

REC-5388 NAME 627



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office

ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

TO: BURNS, DOANE, SWECKER & MATHIS
GEORGE MASON BLDG.
WASHINGTON & PRINCE STS.
P. O. BOX 1404
ALEXANDRIA, VA 22313-1404

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF
- THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS -
AVAILABLE AT THE U.S. PATENT AND TRADEMARK OFFICE ON THE REEL AND FRAME
NUMBER REFERENCED BELOW. A DIGEST OF THE DOCUMENT HAS ALSO BEEN MADE
AND APPEARS IN THE OFFICE'S RECORDS AS SHOWN:

ASSIGNOR: 001 SANCHIS, VINCENT

DOC DATE: 02/05/90

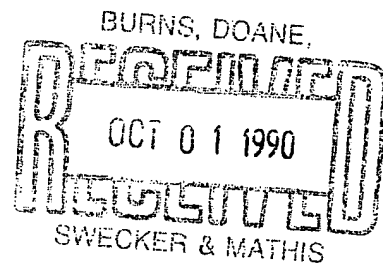
RECORDATION DATE: 07/31/90 NUMBER OF PAGES 002 REEL/FRAME 5388/0624

DIGEST: ASSIGNMENT OF ASSIGNORS INTEREST

ASSIGNEE: 501 INSTITUT PASTEUR, 25-28, RUE DU DR. ROUX - 75724 PARIS CE
DEX 15 FRANCE, A CORP. OF FRANCE

ASSIGNEE: 502 INSTITUT NATIONAL DE LA RECHERCHE AGRONOMIQUE, 147, RUE D
E L'UNIVERSITE, 75341 PARIS CEDEX 07 FRANCE, A CORP. OF F
RANCE

SERIAL NUMBER 7-458754 FILING DATE 12/11/89
PATENT NUMBER ISSUE DATE 00/00/00



010830-024
Gutmann
RDH



8,00518 *P*

Attorney's Docket No. PATENT 010830-024

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of)
)
Vincent SANCHIS et al)
)
Serial No.: 458,754)
)
Filed: December 11, 1989)
)
For: NUCLEOTIDE SEQUENCES CODING FOR)
POLYPEPTIDES ENDOWED WITH A)
LARVICIDAL ACTIVITY TOWARDS)
LEPIDOPTERA)

Group Art Unit:
Examiner:

RECEIVED
90 AUG 10 AM 9:29
ASSIGNMENT BRANCH

PATENT ASSIGNMENT
DOCUMENT TRANSMITTAL LETTER

Honorable Commissioner of Patents and Trademarks
Washington, D.C. 20231

AUG 25 2004

Sir:

TECH CENTER 1600/2900

Please record the accompanying patent assignment document in the United States Patent and Trademark Office.

Copy to Finance

The recording fee has been calculated as follows:

No. of Items Assigned 1 x \$8.00 = \$8.00

[X] A check in the amount of \$8.00 is attached.

[] Charge \$_____ to Deposit Account No. 02-4800.

The Commissioner is hereby authorized to charge any additional fees under 37 C.F.R. 1.21 which may be required by this paper, or to credit any overpayment, to Deposit Account No. 02-4800. A duplicate copy of this sheet is enclosed.

FEE VALUE ACCOUNT NO.	
02-4800	
FEE CODE	VALUE FURNISHED
518	16.00

REF 5388 FRAM 624

3 Trans. Rec.

91519748
91519749
91519750

Respectfully submitted,
BURNS, DOANE, SWECKER & MATHIS

By *Michael J. Lee* REG. #33,089
for R. Danny Huntington
Registration No. 27,903

George Mason Building
Washington & Prince Streets
P.O. Box 1404
Alexandria, Virginia 22313-1404
Telephone: (703) 836-6620

Date: July 31, 1990

ASSIGNMENT

THIS ASSIGNMENT, by (1) SANCHIS Vincent, LERECLUIS Didier, MENOI Ghislaine
LECADET Marguerite-Marie, MARTOURET Daniel and DEDONDER Raymond

(hereinafter referred to as the assignors), residing at 28 MIDSUMMER COURT, MANHATTAN DRIVE,
(1) 15, avenue Toulouse-Lautrec 75390 BOIS D'ARC
CAMBRIDGE CB4 1IX (UK) and _____, respectively, witnesseth:

WHEREAS, the said assignors have invented certain new and useful improvements in NUCLEOTIDE
SEQUENCES CODING FOR POLYPEPTIDES ENCODED WITH A LARVICIDAL ACTIVITY
TOWARDS LEPIDOPTERA

set forth in an application for Letters Patent of the United States, ☐ having an oath or declaration executed on
even date herewith; ☒ bearing Serial No. 458,754 and filed on Dec. 11, 1989; and

INSTITUT PASTEUR and INSTITUT
WHEREAS, NATIONAL DE LA RECHERCHE, a corporation duly organized under
and pursuant to the laws of France AGRONOMIQUE, and having its principal place of business at
1) 25-28, rue du Dr. Roux - 75724 PARIS CEDEX 15 (France)

2) 147, rue de l'Université, 75341 PARIS CEDEX 07 (France)

(hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inven-
tions and said application for Letters Patent of the United States, and in and to any Letters Patent or
Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, in consideration of _____ Dollar (\$ _____) and other good and
sufficient considerations, the receipt of which is hereby acknowledged, the said assignors have sold, assigned,
transferred and set over, and by these presents do sell, assign, transfer and set over, unto the assignee, its suc-
cessors, legal representatives and assigns, the entire right, title and interest in and to the abovementioned inven-
tions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America
and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, con-
tinuations, and continuations-in-part of said application, or reissues or extensions of said Letters Patent or
Patents, and all rights under the International Convention for the Protection Of Industrial Property, the same to
be held and enjoyed by the said assignee, for its own use and behoof and the use and behoof of its successors,
legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be
granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and
assignment not been made.

AND for the same consideration, the said assignors hereby covenant and agree to and with the said
assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these
presents, the said assignors are the sole and lawful owners of the entire right, title and interest in and to the said
inventions and the application for Letters Patent above mentioned, and that the same are unencumbered and
that the said assignors have good and full right and lawful authority to sell and convey the same in the manner
here in set forth.

AND for the same consideration, the said assignors hereby covenant and agree to and with the said
assignee, its successors, legal representatives and assigns, that the said assignors will, whenever counsel of the
said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding
in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with
Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or
that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue or
extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents,
take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, en-
forcement and defense of Letters Patent for said inventions, without charge to the said assignee, its successors,
legal representatives and assigns, but at the cost and expense of the said assignee, its successors, legal represen-
tatives and assigns.

AND the said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the
United States to the said assignee, as the assignee of said inventions and the Letters Patent to be issued thereon
for the sole use and behoof of the said assignee, its successors, legal representatives and assigns.

Date 5 February 1990 Name of inventor 1) Vincent SANCHIS

Date _____ Name of inventor 2)

Date _____ Name of Inventor 3)

Date _____ Name of Inventor 4)

Date _____ Name of Inventor 5)

Date _____ Name of inventor 6)

RECORDED
PATENT AND TRADEMARK
OFFICE

JUL 31 1990

REEL 5388 FRAME 625



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office

ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

TO: BURNS, DOANE, SWECKER & MATHIS
GEORGE MASON BLDG.
WASHINGTON & PRINCE STS.
P. O. BOX 1404
ALEXANDRIA, VA 22313-1404

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF
- THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS -
AVAILABLE AT THE U.S. PATENT AND TRADEMARK OFFICE ON THE REEL AND FRAME
NUMBER REFERENCED BELOW. A DIGEST OF THE DOCUMENT HAS ALSO BEEN MADE
AND APPEARS IN THE OFFICE'S RECORDS AS SHOWN:

ASSIGNOR: 001 MENU, GHISLAINE

DOC DATE: 02/04/90

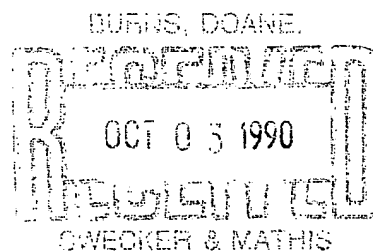
RECORDATION DATE: 07/31/90 NUMBER OF PAGES 002 REEL/FRAE 5388/0628

DIGEST: ASSIGNMENT OF ASSIGNORS INTEREST

ASSIGNEE: 501 INSTITUT PASTEUR, 25-28, RUE DU DR. ROUX - 75724 PARIS CE
DEX 15 FRANCE A CORP. OF FRANCE

ASSIGNEE: 502 INSTITUT NATIONAL DE LA RECHERCHE AGRONOMIQUE, 147, RUE D
E L'UNIVERSITE, 75341 PARIS CEDEX 07 FRANCE, A CORP. OF F
RANCE

SERIAL NUMBER 7-458754 FILING DATE 12/11/89
PATENT NUMBER ISSUE DATE 00/00/00



010830-024
Lutmann
RDH



8,00518 *[Signature]*

Attorney's Docket No. PATENT 010830-024

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of

Vincent SANCHIS et al

Serial No.: 458,754

Filed: December 11, 1989

For: NUCLEOTIDE SEQUENCES CODING FOR
POLYPEPTIDES ENDOWED WITH A
LARVICIDAL ACTIVITY TOWARDS
LEPIDOPTERA

Group Art Unit:

Examiner:

RECEIVED
90 AUG 10 AM 9:29
ASSIGNMENT BRANCH

PATENT ASSIGNMENT
DOCUMENT TRANSMITTAL LETTER

Honorable Commissioner of Patents and Trademarks
Washington, D.C. 20231

AUG 25 2004

Sir:

TECHNICAL INFORMATION

Please record the accompanying patent assignment document in the United States Patent and Trademark Office.

The recording fee has been calculated as follows:

No. of Items Assigned 1 x \$8.00 = \$8.00

☒ A check in the amount of \$8.00 is attached.

☐ Charge \$_____ to Deposit Account No. 02-4800.

The Commissioner is hereby authorized to charge any additional fees under 37 C.F.R. 1.21 which may be required by this paper, or to credit any overpayment, to Deposit Account No. 02-4800. A duplicate copy of this sheet is enclosed.

Respectfully submitted,

BURNS, DOANE, SWECKER & MATHIS

By Michael J. Lee REG. #33,089
for R. Danny Huntington
Registration No. 27,903

George Mason Building
Washington & Prince Streets
P.O. Box 1404
Alexandria, Virginia 22313-1404
Telephone: (703) 836-6620

Date: July 31, 1990

REF 5388 FRAME 628

Stamp: RECEIVED
024800
5181600

ASSIGNMENT

THIS ASSIGNMENT, by ¹⁾ SANCHIS Vincent, ⁴⁾ LERECLUS Didier, ³⁾ MENOU Ghislaine
⁴⁾ LECADET Marguerite-Marie, ⁵⁾ MARTOURET Daniel and ⁶⁾ DEDONDER Raymond

(hereinafter referred to as the assignors), residing at ³⁾ 2 rue Rosenwald
75015 PARIS (France) and _____, respectively, witnesseth:

WHEREAS, the said assignors have invented certain new and useful improvements in NUCLEOTIDE
SEQUENCES CODING FOR POLYPEPTIDES ENCODED WITH A LARVICIDAL ACTIVITY
TOWARDS LEPIDOPTERA

set forth in an application for Letters Patent of the United States, ☒ having an oath or declaration executed on
even date herewith; ☐ bearing Serial No. 458,754 and filed on Dec. 11, 1989; and

INSTITUT PASTEUR and INSTITUT
WHEREAS, ~~NATIONAL DE LA RECHERCHE~~ AGRONOMIQUE, a corporation duly organized under
and pursuant to the laws of France, and having its principal place of business at
1) 25-28, rue du Dr. Roux - 75724 PARIS CEDEX 15 (France)

2) 147, rue de l'Université, 75341 PARIS CEDEX 07 (France)

(hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, in consideration of _____ Dollar (\$ _____) and other good and sufficient considerations, the receipt of which is hereby acknowledged, the said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto the assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the abovementioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection Of Industrial Property, the same to be held and enjoyed by the said assignee, for its own use and behoof and the use and behoof of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, the said assignors hereby covenant and agree to and with the said assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, the said assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and the application for Letters Patent above mentioned, and that the same are unencumbered and that the said assignors have good and full right and lawful authority to sell and convey the same in the manner here in set forth.

AND for the same consideration, the said assignors hereby covenant and agree to and with the said assignee, its successors, legal representatives and assigns, that the said assignors will, whenever counsel of the said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to the said assignee, its successors, legal representatives and assigns, but at the cost and expense of the said assignee, its successors, legal representatives and assigns.

AND the said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to the said assignee, as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use and behoof of the said assignee, its successors, legal representatives and assigns.

Date	Name of inventor	1)
Date	Name of inventor	2)
Date <u>1/2/90</u>	Name of Inventor	3) <u>MENOU Ghislaine</u>
Date	Name of Inventor	4)
Date	Name of Inventor	5)
Date	Name of inventor	6)

RECORDED
PATENT AND TRADEMARK
OFFICE

JUL 31 1990

REAS 388 FRAME 629